

CalFresh Employment and Training Partner Handbook

County of San Diego

San Diego Workforce Partnership

Prepared by: Public Consulting Group, Inc.



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2	CalFresh E&T Provider Handbook	January 2021	PCG

*Funding provided by United State Department of Agriculture (USDA). USDA is an Equal Opportunity Provider, Employer, Lender.

BACKGROUND

The San Diego Workforce Partnership (SDWP) is a designated contractor to provide the CalFresh Employment and Training (CFET) program in the County of San Diego. SDWP leverages existing employment and training programs within the city and county that can help CalFresh participants as they work on gaining the skills and training necessary to find and retain high-quality employment on their path towards self-sufficiency. CFET program providers are local community organizations contracted by SDWP to deliver allowable employment and training (E&T) programs and services to participants. This handbook provides a standard set of policies and guidelines for CFET partners.

CALFRESH BASICS

The Food and Nutrition Service (FNS) is the federal agency responsible for administering and funding the Supplemental Nutrition Assistance Program (SNAP), which is authorized by the Food and Nutrition Act of 2008, as amended, and was reauthorized by the Agriculture Act of 2018. SNAP helps people with low incomes, who meet federal income and resource guidelines, by providing a monthly benefit to supplement their monthly food budget.

Direct administration of SNAP, called CalFresh in California, is delegated to each state, with ten states further delegating administration to county agencies. California is one of the ten states administering the program at the county level. In the County of San Diego, CalFresh benefit eligibility is determined by staff within the County of San Diego Health and Human Services Agency (HHS).

CALFRESH E&T BASICS

SNAP has an Employment and Training (E&T) program to help recipients gain skills and experience with employment. In California, this program is referred to as CalFresh E&T or CFET. CFET's goal is to assist participants on their journey to self-sufficiency by helping them gain and maintain employment with a livable wage. At a minimum, a CFET program must provide an orientation, assessment and development of an employment plan, case management, and support services to program participants.

HHS has contracted with SDWP to provide CFET services and activities to San Diego residents. SDWP also partners with a wide variety of agencies - employers, universities, and community-based organizations (CBOs) - to provide a robust set of services and programs, thereby broadening their reach and the CFET program's impact.

Each county in California has the discretion and flexibility to design a CFET program that best fits the needs of their local community. Each year, the county submits a county plan, which is rolled up into a larger state plan that outlines all the programs and activities that will be provided, the target populations, contracted agencies, and the estimated number of participants served. Plans are effective October 1st and may be amended during the year.

SAN DIEGO CFET PROGRAM

SDWP is the designated contractor to administer and provide CFET in the County of San Diego. SDWP has contracted with Public Consulting Group, Inc. (PCG) to administer some portions of the CFET program. Roles and responsibilities for SDWP and PCG are outlined below:

SDWP	PCG
<ul style="list-style-type: none"> Overall program operation and monitoring Submit invoices to HHSA Answer questions submitted by PCG Signatory for partner agreements 	<ul style="list-style-type: none"> Administer CFET program Request/receive invoices and documentation Work with partners for corrections/clarifications Calculate reimbursement Submit invoices to SDWP Primary Point of Contact for providers Monitoring support

PROGRAM CONTACTS

As of January 2021, the contacts for the CFET program are outlined in the table below.

Name	Role	Phone	Email
Aaron Korn	Senior Consultant, PCG	914-433-2158	akorn@pcgus.com
Megan Rymski	Consultant, PCG	303-994-5640	mrymski@pcgus.com
Andy Hall	Chief Impact Officer, SDWP	619-643-2735	andyhall@workforce.org
Haley Stayton	Program Analyst III, SDWP	619-228-2996	haleystayton@workforce.org

SAN DIEGO CFET PROGRAM DESIGN

The San Diego CFET program consists of local community organizations that partner with SDWP to deliver allowable employment and training services to participants. SDWP uses a reimbursement model to fund CFET. Within this model, FNS reimburses SDWP 50% of the cost incurred to administer and support participants in allowable SNAP E&T program activities. Of the 50% reimbursement, SDWP applies a 15% administrative cost and directs the remaining balance back to the CFET partner providing the activities for which the reimbursement was claimed.

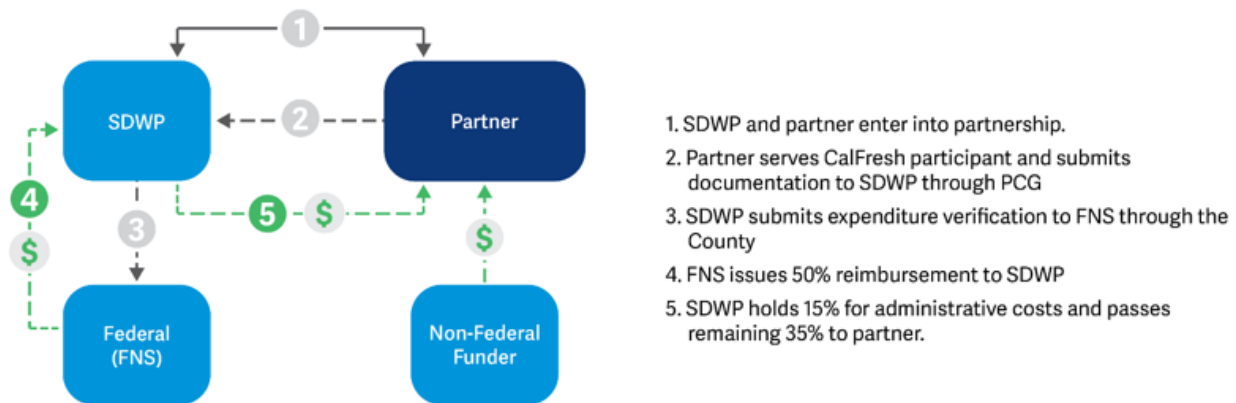


FIGURE 1: CFET REIMBURSEMENT MODEL FLOW

In Step 2, documentation is provided to PCG, who processes all reimbursement requests from the partners.

Appendix A, Steps to Becoming a CFET Partner, compliments the sections that follow and outlines the various steps included to becoming a CFET partner.

PARTNER ELIGIBILITY

An interested agency may be eligible to participate in the CFET program if:

- They can support 100% of program operations costs up front, including activities and supports.
- They currently serve CalFresh recipients or can recruit and enroll enough CalFresh participants to support a fully operational program.
- The funding they use does not solely originate as federal funds*, is not used as a match to draw down federal funds or used to supplant another funding source.
- They have the staffing and administrative infrastructure necessary to track costs, maintain records, invoice, and allocate costs.

*The only federal funding eligible for reimbursement under CFET is Community Development Block Grant (CDBG) funds.

FUNDING

The funds used by the CFET partner to leverage the 50% reimbursement **cannot** originate from a federal source and **cannot** supplant another funding source. An exception is CDBG funds. Allowable non-federal funding sources include, but are not limited to:

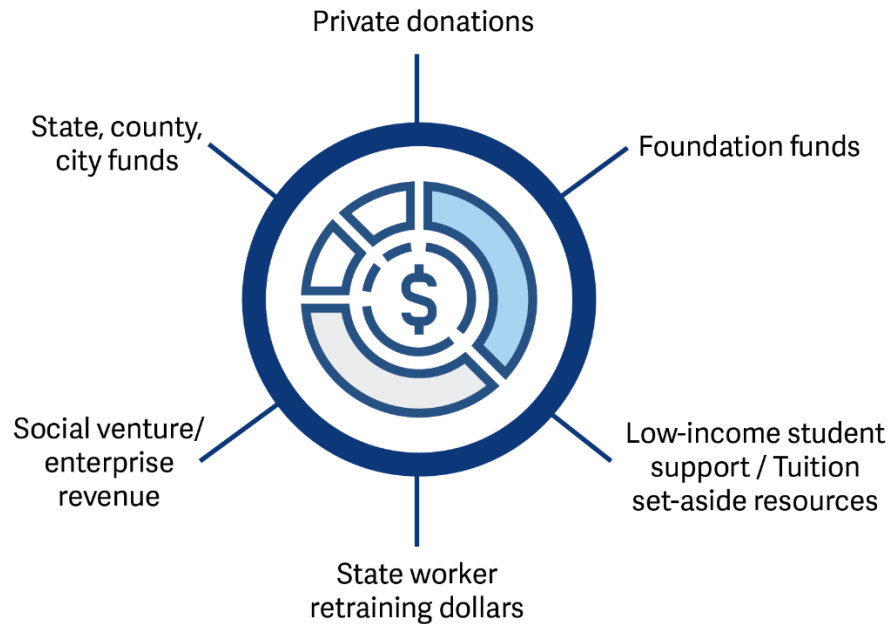


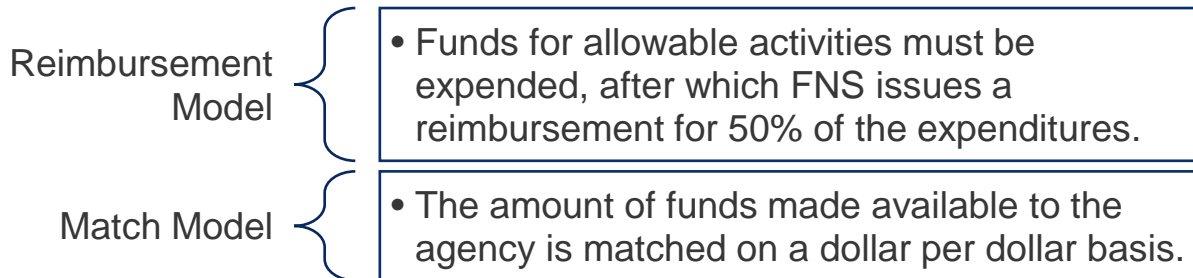
FIGURE 2: SOURCES OF ALLOWABLE NON-FEDERAL FUNDING FOR CFET

Funding a CFET program may be difficult for some potential partners, especially for those without existing connections to foundations or other donors. Given the strict rules around eligible funding sources, it is particularly important that partners can verify the funding sources that they will use to fund the CFET program and that funding and spending can be tracked and documented down to each specific expenditure.



Match and Reimbursement Models

The figure below describes the difference between a reimbursement and match model. Funding for CFET follows the reimbursement model, described below.



REUTILIZATION OF SNAP E&T FUNDS

There is no restriction on how reimbursed funds can be spent. When the CFET reimbursement is issued to the CFET provider, it becomes a “local” fund source and is not considered federal funds. A CFET provider can elect to use the reimbursed funds back into their CFET program(s), which is referred to as reutilizing funds. Any reutilized funds must be spent on valid CFET costs and must be identified as a unique funding source when invoiced.

SERVICE AGREEMENT

Agencies interested in partnering with SDWP to become a CFET partner should contact the PCG contacts identified on page four, Program Contacts. PCG will schedule an informational interview to learn more about the program(s) and assess if the program does meet the CFET program requirements.

Eligible agencies will be asked to sign two documents prior to being considered a CFET partner:

- Certification form that funding is not federal funds or used as a match
- Service Agreement. The Service Agreement is between the agency and SDWP and it outlines the expectations and responsibilities for both agencies. A copy of the Service Agreement can be found in Appendix B.

MONITORING

CFET partners are monitored to review compliance with the terms of the Service Agreement, confirm adherence to County and SDWP policies, and to ensure that federal SNAP E&T rules and regulations are followed.

SDWP (and/or PCG on behalf of SDWP) can perform monitoring at any time; at a minimum, providers will be monitored annually. All partners are subject to programmatic and fiscal monitoring to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. Supporting documentation for selected invoices and expenditures will be reviewed to ensure they are allowable and allocable per the Cost Principles at 2 CFR 200. A sample of participant case files may also

be reviewed for CFET program compliance. CFET partners will be provided written notice and further instruction in advance of the monitoring.

In addition, all CFET partners are subject to auditing by FNS to ensure all appropriate laws, rules and procedures are being followed. This may involve auditing of client case files, whether electronically or on-site, and surveying of the contractor and/or participants.

CONFIDENTIALITY

Partners must take all available actions to safeguard participant information. Participant information should never be sent in an unsecure email. The participant roster must always be submitted through the PCG established FTP site.

CIVIL RIGHTS

All partners that receive FNS funding must display the “And Justice for All” poster prominently in areas where potential CalFresh recipients can see it. Posters can be obtained through SDWP’s contacts, listed on page four.

All materials that are printed using FNS funds, paper or electronic, must include the USDA Non-Discrimination Statement (NDS). In some instances, when space is limited, you may use “This Institution is an equal opportunity provider” in place of the entire NDS. In addition, all partners receiving FNS funding must have a link to the NDS on their organization’s website. The full NDS can be found in Appendix C.



Should My Agency Initiate a CFET Program?

Consider the following questions if you are trying to decide whether to initiate a CFET program:

- Does my agency have a source of non-federal funding which can be used to start and maintain the program? Can my agency verify which funds we will use each month?
- Are there enough CalFresh recipients in need of my agency’s services to create a program?
- How will my agency market the services and attract enrollees into the program?
- Does my agency have the necessary staff and administrative infrastructure to perform client tracking, billing, and cost allocation?
- Is my agency willing to comply with state audits, reviews, and performance standards?
- Can my agency tap new/existing sources of non-federal or state funding to expand the program to serve unengaged CalFresh participants?

A program does not need to be brand new in order to qualify as a CFET program. In many instances, existing programs meet the criteria above and need modifications to qualify as a CFET program.

CFET PROGRAM REQUIREMENTS

If an individual is not receiving CalFresh, they cannot participate in CFET. This does not mean that a partner cannot still provide services to non-CalFresh participants; it means that the partner cannot receive any reimbursement from FNS for associated costs of serving non-CFET participants. Reimbursable services may begin as early as the date CalFresh benefits are approved.

WHO CAN PARTICIPATE IN CFET?

California currently operates a voluntary E&T program. This means that CalFresh recipients must volunteer to participate in the CFET program. Any failure to comply with CFET program requirements will not negatively impact their CalFresh benefits. Under a voluntary program, interested CalFresh recipients volunteer to participate, which can make the partnership more meaningful and rewarding for both parties.

Not every interested CalFresh recipient can participate in the CFET program¹. The table below shows the difference between who can and cannot participate:

✓ Can Receive CFET Services	✗ Cannot Receive CFET Services
<ul style="list-style-type: none"> • Are age 16 or older. • Have the physical and mental ability to work at least 20 hours per week, or able to do so within the next year. For individuals with a verified disability, such as active Supplemental Security Income recipients or temporary workers compensation recipients, client statement or client provided documentation can be used to determine CFET eligibility. • Can participate in CFET immediately. 	<ul style="list-style-type: none"> • Are receiving CalWORKS



Serving Youth

16- and 17-year old CalFresh recipients may volunteer for CFET. For expenses associated with these participants to qualify for a reimbursement, the following must be true:

- The program can demonstrate a prompt path to employment
- The participant must be old enough to work upon completion of the program.
- The service must not already be available through a State entitlement program, for example services available through the State school system.

¹ SNAP E&T Toolkit, pg. 10. Retrieved from: https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf

CALFRESH ENROLLMENT AND REFERRAL

CFET partners are only eligible for a reimbursement on expenses incurred for a participant that received CalFresh in that same month. A CFET partner will not be reimbursed for services rendered to participants who do not knowingly acknowledge and agree to participate in CFET. All participants must sign the CFET Voluntary Enrollment Form (Appendix D) when they start participating in the program. If there is a break in participation, a new form must be signed.

CalFresh participants can be enrolled in CFET in one of two ways: traditionally or using a reverse referral.

TRADITIONAL ENROLLMENT

In a traditional enrollment model, a CalFresh recipient volunteers to participate in CFET when applying for CalFresh. The county office refers the individual to CFET partners, and the participant identifies which program best suits their interest and goals. This is demonstrated in the graphic below:



FIGURE 3: CALFRESH TRADITIONAL ENROLLMENT FLOW

REVERSE REFERRAL

Most CalFresh recipients will come to the CFET partner first – this is referred to a reverse referral. To maximize the potential for reimbursement, a CFET partner may choose to assess incoming participants for CalFresh eligibility and make program enrollment decision based on that assessment. If the participant appears potentially eligible for CalFresh, the CFET partner should instruct and support them to apply for CalFresh benefits. The partner will not be able to submit reimbursement for any expenditures related to that participant until they are receiving CalFresh.



FIGURE 4: CALFRESH REVERSE REFERRAL FLOW



Reverse Enrollment & General Enrollment

A CFET partner is not prohibited from working with a participant who is not actively receiving CalFresh; however, the partner will not be reimbursed for this participant.

COMPONENTS

The goal of CFET is to help CalFresh recipients improve their employment prospects and wage potential. To meet that goal, CFET programs must be designed in a manner that helps participants move promptly into employment. Each program can be uniquely designed and a CFET partner does not need to provide all the activities that are currently being offered in the County of San Diego.

APPROVED COMPONENTS

Effective October 1, 2020 through September 30, 2021, the approved CFET components include Supervised Job Search, Work Experience, Education, and Job Retention.

Supervised Job Search

A CFET supervised job search program operates in a location that has been approved by the County of San Diego. Sites must be able to supervise and track the activities of participants within the program. See Appendix E for a copy of the application form an agency must complete for approval.

Activities:

Participants may complete job search activities on their own, with one-on-one assistance, or in a group setting. Examples of activities include creating or revising a resume and submitting job applications.

Resources:

A job search site must have resources readily available that assist participants in job searching. These could include phone banks, job orders, direct referrals to employers, and either a resource room or computers that would allow participants to see state/local databases of open positions that are coordinated through a career center or general job search engine.

Staffing:

Job search sites must be staffed by employees who are skilled in providing guidance and support to individuals so they can find suitable employment through their job search activities. Staff must be able to provide some level of direct supervision, which at a minimum, includes connecting with participants at least monthly. Staffing can be conducted in a variety of modes, including remote, so that it complements the job search location.

Approval Process:

San Diego Workforce Partnership (SDWP) will submit proposed sites for approval to the County of San Diego on an as needed basis. Submissions will include short descriptions of the site, including activities, resources, and staffing, and pictures (if appropriate). SDWP will email submissions to the County, who will respond by email within two weeks with an approval, denial, or request for additional information. If

the site is not approved the county will include the reason for denial, and if necessary, what should be changed so the site can be approved.

Location:

Job search sites may be in a physical location or done remotely. A remote location can be considered suitable when the participant has access to the tools that they need in order to perform job search activities. An online resource, such as an electronic database, does not meet the requirements of direct supervision.

Work Experience

Work Experience is designed to improve the employability of a participant through actual work experience and/or training with an overarching goal of helping move the participant into regular employment.

- Examples of Work Experience programs include
 - **On-the-job Training** – A work placement in a public, private non-profit, or private sector employer/program. Must be limited to the amount of time required for a participant to become proficient in the occupation.
 - **Pre-Apprenticeship/Apprenticeship** – Combination of on-the-job training and related instruction. Participants learn practical and theoretical aspects of a skilled occupation. Pre-apprenticeship programs provide the training or skill development necessary for a participant to enter into an Apprenticeship program.
 - **Internship and Work Experience** – a planned, structured learning experience that takes place in a workplace for a limited period of time.



Allowable Work Experience Expenditures

As of March 2021, the wages paid for subsidized work experience can be reimbursed. Other costs associated with running a work experience program, such as case management and supportive services, are also eligible expenditures. Wages paid to a SNAP receipt in subsidized work are countable against the household's SNAP income limit and potentially may cause the household's benefit to decrease or terminate.

Educational Programs

- Programs or activities that improve the basic skills or increase a participant's employability.
- Must establish a direct link to job-readiness or be a program that involves articulated career pathways or stackable credentials that can ultimately lead to employment.
- Allowable programs include:
 - **Basic/Foundational Skills Instruction** – Programs that offer instruction and services below the postsecondary level. These increase a participant's ability and skills so that they may attain a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment. Includes Adult Basic Education (ABE), basic literacy, and high school equivalency (GED, TASC, HiSET, or other).
 - **Career/Technical Education Programs or Other Vocational Training** – Activities at the postsecondary level to assist individuals with the academic or technical knowledge

and skills needed to prepare for further education or for a career in current or emerging employment sectors. Ideal programs are those that are employer driven and that lead to industry-recognized certificates or credentials.

- **English Language Acquisition** – Activities that help an English Language learner to achieve competence in the English language.
- **Integrated Education and Training/Bridge Programs** – Programs that provide adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or group of occupations for the purpose of educational and career advancement.
- **Work Readiness Training** – Intensive programs that include skills assessments and educational remediation services. They are designed to prepare individuals for the workforce. May include both foundational skills and soft skills.

Job Retention

- Services provided to a CFET participant who has secured employment **after participating in a CFET component**.
- Helps the participant achieve satisfactory performance, retain employment, or to increase their earnings over time.
- Examples of allowable services or reimbursable costs include, but are not limited to:
 - Case management,
 - Life skill classes,
 - Referrals to other services,
 - Dependent care assistance,
 - Transportation assistance,
 - Clothing required for the job,
 - Equipment or tools required for the job,
 - Test fees,
 - Union dues,
 - Licensing and bonding fees.
- Must be provided for at least 30 days but may not exceed 90 days.
- May be provided even if the participant is no longer receiving CalFresh.

UNAPPROVED COMPONENTS

The following component is allowed under FNS regulations but is not currently approved in the County of San Diego. These components may be added at a later date.

Self-Employment Training

- Activities that can improve the employability of a participant in a small business or other self-employment venture. Includes training in how to set up and operate such a venture.

NON-COVERED COMPONENTS

The following activities/services are never covered by CFET and therefore ineligible for reimbursement:

- Four-year college
- Transfer degrees
- Wages
- Stipends provided in certain training programs

CASE MANAGEMENT

CFET partners must provide case management to program participants. At the start of a program, case management must include:

- Orientation;
- Comprehensive intake and employability assessment; and
- Development of an individualized employment and training plan.

Ongoing case management will look different for each partner. At a minimum, the partner must monitor and document participant progress in the form of monthly case notes.



Participation in More than One Component

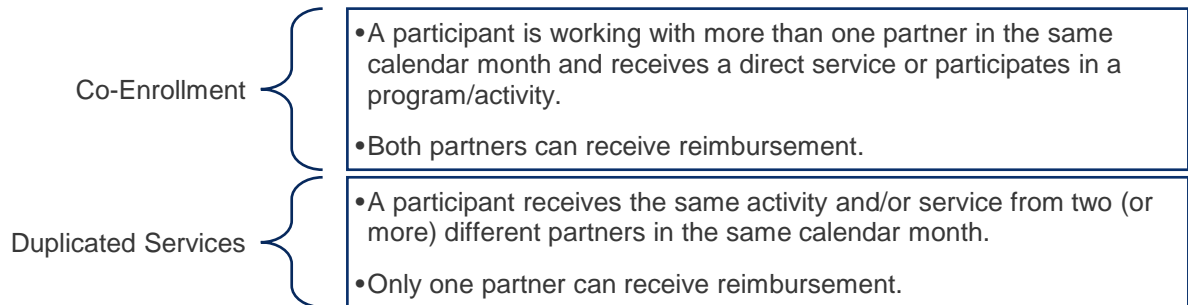
Eligible individuals can participate in more than one component and expenses can be reimbursed for all components.

PROGRAM AVAILABILITY AND CHARGES

The CFET partner must have uniform standards for their program(s) for all participants and provide services to the community as specified in their organizational mission regardless of any contracts with SDWP. Partner services, available funding, and participant expenses must be the same for CFET participants and non-CFET participants. If a service is offered at no cost to non-CFET participants and it is not allocated to any other grant, a CFET partner cannot charge the CFET program for this service. CFET participants are expected to receive the same services and supervision as non-CFET participants and must meet the same expectations to successfully complete the program.

CO-ENROLLMENT AND DUPLICATED SERVICES

CFET partners are highly encouraged to work together to provide a holistic set of services and programs to CalFresh recipients. This can result in a participant being co-enrolled with more than one partner. Co-enrollment is different than duplicated services, which are not eligible for reimbursement.



It is the responsibility of the CFET partner to collaborate with other CFET partners so that a participant is not receiving duplicated services and/or activities.



Collaboration and Referrals

SDWP encourages CFET partners to collaborate and make referrals for services that are not available through their own organization. Each partner serving a participant can receive the reimbursement for allowable expenditures that are not duplicative.

ENROLLMENT AND PARTICIPANT MAINTENANCE

INTAKE AND PLAN

Each partner should offer an orientation/intake meeting that outlines program expectations. It may cover topics like attendance policies, program length, and what success looks like. Orientations may be done in a group setting or with individual participants. At a minimum, the partner must provide documentation that outlines program participation expectations and requirements. The goal of the orientation and documentation is to help prepare the participant for a successful outcome.

Partners must also complete an individualized Participant Plan (often referred to as an Individual Employment Plan, or IEP) with each participant. This will identify their skills, goals, and barriers to employment. If the partner offers programs that fit into multiple CFET components, the assessment should be used to determine the appropriate component and program. A copy of the participant plan must be kept in the case file. A copy of the approved participant plan is in Appendix F; partners may request to use a different plan.

VOLUNTARY ENROLLMENT FORM

Since the CFET program is a voluntary program, participants must explicitly volunteer to participate. All CalFresh recipients must complete the voluntary enrollment form (Appendix D) to acknowledge that they want to participate in the program before reimbursements for their expenditures can be requested. This form must be completed when a participant enrolls in the program and if there is a break of more than thirty days in program participation. A copy must be kept in the case file and submitted to PCG with the monthly invoice.



Signing the Enrollment Form

Partners are encouraged to have all program participants sign the voluntary enrollment form, regardless of their CalFresh participation status when they begin receiving services. This will help as partners work towards increasing the number of participants in their program receiving CalFresh, which will in turn, increase the amount of their reimbursement.

CASE FILES

Partners must keep case files for all participants. They may be kept in paper or electronic formats or a combination of both. Files will be reviewed as a part of the annual monitoring process. Case files may be organized based on the partners own standards but must contain at least the following information:

- Assessment form
- Release of information/consent form (if applicable)
- Voluntary enrollment form
- Participation Plan (IEP)
- Job log (if the participant is enrolled in Supervised Job Search)
- Participant progress updates
- Participant reimbursements (if applicable)
- Program dates and participation/attendance
- Employment outcomes
- Case notes, as necessary

Case files must be retained for a minimum of three years after the participant exits the program.

VERIFICATION OF PARTICIPATION

The partner must monitor and verify participation in program(s) and services for each individual enrolled in the CFET program. Monitoring includes collecting documentary evidence of the participation on a monthly basis. Documentation should include the participant's name and the name of the individual who is verifying the information.

PARTICIPANT LOG

CFET partners will fill out and submit a participant log each month (Appendix G). The log is used to determine which participants were receiving CalFresh so that expenses can be correctly included in the reimbursement.

Partners can complete a participant log as new participants enroll in the CFET program or as they start a program. This will help partners learn who is currently receiving CalFresh and who need to be referred to the county to apply for CalFresh.



FIGURE 5: CFET PROGRAM PARTICIPANT LOG FLOW

PARTICIPANT PROGRESS

Partners must monitor and document participant progress in component(s) at least once per month. This will help SDWP to determine whether a component is meeting the purpose of the CFET program, which is to make participants more employable. Partners must report on two types of data: demographic/service reporting and outcome objective reporting.

DEMOGRAPHIC AND SERVICE REPORTING:

- Social Security Number
- Date of Birth
- Gender
- English as a Second Language
- Possession of a high school degree or GED prior to being provided with E&T services
- Placements and retention in each service/component including component start and end date
- Cost per participant in each service/component and funding source
- Enrollment, completions, certifications, etc.
- The types of employment obtained and the rates of pay of participants who move into paid employment after program participation.

OUTCOME OBJECTIVE REPORTING:

- Number and percentage of CFET participants, former participants who are in unsubsidized employment
- Hire date for CFET participants that obtain employment
- The number and percentage of participants that completed training, educational, work experience or on-the-job training component

- The number and percentage of participants that completed training, educational, work experience or on-the-job training component
- The types of employment obtained and the rates of pay of participants who move into paid employment after program participation.

CFET program only counts enrollment once per participant per component unless a break in CFET service lasts a minimum of 180 days. If the break of service lasts a minimum of 180 days, consider the individual a new CFET participant upon enrollment.

FISCAL

As stated in previous sections, SDWP uses a third-party reimbursement model to fund CFET. FNS will only provide reimbursements on expenditures that originated from eligible funding sources. The requirements for the funding sources that are eligible for reimbursement are:

- The funds **cannot** originate from a federal source, except for CDBG funds.
- The funds **cannot** supplant another funding source or be used as a match for a federal funding source

SDWP's Service Agreement includes a statement about the origination of the CFET partner funding. Additionally, PCG will ask the CFET partner to verify the origination of their funding source(s) on each invoice.

CFET partners can use non-eligible funding sources to operate their program. It is encouraged that the partner use funds from non-eligible sources on participants who are not eligible for reimbursement.



Tracking Funding Sources

CFET partners are encouraged to thoroughly track funding at the donor level. If private donations are used as a funding source for CFET, a worksheet listing all donations by donor name could be used for this verification. The worksheet does not need to be submitted monthly but should be made available during annual monitoring.

CFET EXPENSES

CFET expenses must be directly related to an approved component and be reasonable and necessary. FNS has outlined cost principles and guidance on the types of expenses that are eligible in the administration of an E&T program and those which are eligible for 50% reimbursement. FNS specifically states that expenditures must:²

- Be valid obligations of the CFET partner.
- Be necessary, reasonable, and allocable charges that are outlined in the approved E&T plan.
- Be directly related to an approved E&T Program activity;

² SNAP E&T Toolkit, pg. 67. Retrieved from: https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf

- Not be for used in an attempt to overcome a barrier to participating in CalFresh, where participation would make the individual exempt from the Federal work registration requirement. An example is participation in a drug or alcohol treatment and rehabilitation program.³

REASONABLE AND NECESSARY

The reasonable and necessary test applied by FNS is outlined below:⁴

Reasonable	Necessary
A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.	A cost is necessary if it is needed in the performance of the program.
<p>Reasonable costs:</p> <ul style="list-style-type: none"> • Provide a program benefit generally commensurate with the costs incurred; • Are in proportion to other program costs for the function that the costs serve; and • Are within the scope of E&T. 	<p>Necessary costs:</p> <ul style="list-style-type: none"> • Are incurred to carry out essential functions of E&T; • May not be avoided without adversely affecting program operations; • Are a priority expenditure relative to other demands on availability of administrative resources; and • Do not duplicate existing efforts.

EXPENSE CATEGORIES

There are seven categories for CFET third-party reimbursement expenses, which are described in more detail below:⁵



FIGURE 6: CATEGORIES FOR CFET EXPENSES

³ Ibid.

⁴ Ibid.

⁵ SNAP E&T Toolkit, Appendix C: Cost Principles. Retrieved from: https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf

Administrative Expenses

Administrative expenses include things related to the overall administration of the CFET program. The largest administrative cost is salaries and benefits of personnel involved in CFET. The table below shows the allowable and unallowable administrative costs.⁶

✓ Allowable Administrative Costs	✗ Unallowable Administrative Costs
<ul style="list-style-type: none"> • Salaries and benefits of personnel involved in SNAP E&T. • Office equipment, supplies, postage, duplication costs, and travel that is necessary to carry out the program's objectives. • Development and production of SNAP E&T materials when no other appropriate materials exist. • Lease or rental costs. • Maintenance expenses. • Other indirect costs. • Charges for travel for the purpose of fulfilling the approved plan based on official State, local or university travel regulations. 	<ul style="list-style-type: none"> • Bad debts, uncollected accounts or claims, and related costs. • Contingencies or contributions to an emergency reserve or similar provision for unforeseen events. • Contributions and donations. • Entertainment costs that are primarily for amusement or social activities. • Fines and penalties for failure to comply with Federal, State, or Local laws. • Governor's office expenses or costs of general government. Costs which may be directly charged to a Federal grant may be allowable. • Indemnification or payments to third parties and other losses not covered by insurance. • Legislative Expenses. • Losses not covered by insurance. • Under recovery of costs under Federal Funding Agreements- shortfalls in one grant cannot be charged to another Federal grant. • Alcoholic beverages. • Advertising and public relations, unless used for recruitment of staff, acquisition of materials for the grant, or publishing the results of the grant. • Alumni activities. • Commencement and convocations. • Legal fees which result from a failure to follow Federal, State, or Local laws. • Executive lobbying. • Goods and services for private use. • Housing and personal living expenses. • Interest, fund raising, and investment management. • Any and all political party expenses. • Pre-agreement costs – all costs incurred prior to the grant award. • Scholarships and student aid. • Student activity costs. • Travel- allowable but with restrictions as to amounts involved, level or transportation costs, etc.

⁶ Ibid.

Time Reporting

Weekly time and effort reporting are required by FNS for staff paid with CFET funds and those contributing to this work through cost share⁷. Time and effort sheets can be certified in bulk and transmitted electronically (up to 20 sheets per transmittal) with a supervisor's electronic signature. See Appendix H, Certification of Time, for a sample document.

How staff time must be reported depends on if the staff person is 100% devoted to CFET or not:

100% Allocated	<ul style="list-style-type: none"> •A semi-annual time and effort certification by a supervisor is required •After-the-fact reporting is unacceptable.
Less than 100% Allocated	<ul style="list-style-type: none"> •100% time reporting is required unless using Random Moment Time Sampling. •Time worked should be reported in hours and not percentage of time to CFET. Only time spent on CFET needs to be entered on the form. •Time and effort forms must be maintained at the work site and must be available for review/audit for a period of three years.

Planning, Implementation, and Operations

Costs that are associated with the planning, implementation, and operation of a CFET program are generally allowable for the CFET reimbursement. The table below delineates between those costs that are and are not allowable:⁸

✓ Allowable Planning, Implementation, and Operations Costs	✗ Unallowable Planning, Implementation, and Operations Costs
<p>Includes things like</p> <ul style="list-style-type: none"> • Hiring a consultant to improve administration. • Advertising costs that are done for the procurement of goods and services. • Marketing the E&T program. • Salaries for third-party partners as well as State agency administration of E&T. 	<ul style="list-style-type: none"> • Determining whether an individual must be work registered. • The work registration process. • Any screening performed during the certification process. The certification process is considered ended when an individual is referred to an E&T activity for assessment or participation. • Any sanction activity that takes places after the operator of an E&T activity reports noncompliance without good cause. • Subsidizing the wages of participants, or to reimbursement participants.

⁷ FNS Toolkit, p. 59. Retrieved from: https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf
See also 2 CFR 225.

⁸ SNAP E&T Toolkit, Appendix C: Cost Principles. Retrieved from: https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf

Advertising

Some advertising expenses are eligible for reimbursement. These include expenses that are associated with the marketing of their program to potential program participants such as the creation and printing of materials; however, content on TV or the radio is excluded. Printed materials that are paid for with CFET funds must include the USDA Nondiscrimination statement. The final sentence of the nondiscrimination statement can be used instead of the whole nondiscrimination statement if it will not fit on the printed material.

Case Management

Reimbursement of case management activities are allowed. Examples of included case management activities include:

- Orientation;
- Comprehensive intake and employability assessment;
- Development of an individualized employment and training plan; and
- Progress monitoring in the form of monthly case notes.

Donations

CFET partners may receive donations to help operate their agency and their CFET program. Below are details how donations are treated:

- Donations from non-federal public agencies are allowable for reimbursement if the donated costs are not billed or claimed to another Federal program or used to match another Federal program.
- Donations may sometimes be in-kind, either from a private source or from a government agency. Goods and services that require a transfer of cash are not considered in-kind donations:
 - In-kind donations that are the value of volunteer time or other non-billable goods or services are not allowable if they are provided to or by a non-governmental agency or sub-grantee.
- Donations where a cash transfer is involved: Goods and services that require a cash reimbursement by the sub-grantee may be charged as a cost, providing the cash reimbursement is based on a legally enforceable contract or agreement between the grantee and sub-grantee.

Property Procurement and Management

A CFET partner must notify PCG if they want to request reimbursement for equipment or property that is valued at more than \$5,000 per item. Federal approval is required before a reimbursement is approved.

Valuation of Publicly Owned Space

CFET partners cannot charge private market rental rates for space that they own. CFET partners may only seek reimbursement on the costs of the space in one of two ways:

- A depreciation schedule;
- An allowance with applicable charges for utilities, maintenance, and general upkeep.

Support Services

The CFET partner must provide transportation related support services to help participants participate in the CFET program. These are direct payments for things like bus passes or other forms of public transportation. As of October 2020, the only type of transportation support service allowed in the County of San Diego is a 30-day transit pass.

The participant must demonstrate a need for the specific service, and it must not be able to be fulfilled with other available program resources. As with other CFET expenses, the transportation expense must be reasonable and necessary.

Tracking Support Services

CFET partners must keep a record of when a transportation support service was provided to each individual, the date received, and the amount paid. This must be tracked at a participant level. There must also be verification of the expense to the partner.

Allocation of Common Goods and Costs

CFET partners must include a plan for allocating common goods and costs along with their budget. The plan must include the methodology and justification behind the allocation. The partner may choose to either:

- Use an indirect cost rate to cover the common goods; or
- Use a cost allocation plan to cover the common costs.

The CFET partner may only select one method for the CFET program. All payroll/admin costs (i.e. fringe benefits) that are not 100% dedicated to the CFET program must be allocated through the same method chosen.

Indirect Cost Rate

CFET partners that choose an indirect cost rate must complete Appendix I, Indirect Cost Rate Certification and submit a copy of the letter that approves that rate, if applicable. If the CFET partner elects to use the in-direct cost rate and does not have an approved rate, the federally approved de-minimis rate will be applied.

Recoupment

If SDWP determines, through a review of the partner records, monitoring, audit, or otherwise, the reimbursement was made in error, the CFET partner shall refund and pay SDWP any compensations paid to the partner arising from such noncompliance.

If a federal or state audit indicates payments to the partner failed to comply with applicable federal or state laws, rules, or regulations, the CFET partner shall refund and pay SDWP any compensation paid to the partner arising from such noncompliance, plus costs, including audit costs.

BILLING AND INVOICES

Invoices will be submitted on either a monthly or quarterly basis. PCG will notify each partner as to when an invoice is due. All CFET partners will use the following process for invoicing PCG for reimbursements.

Invoice Submission Process Chart

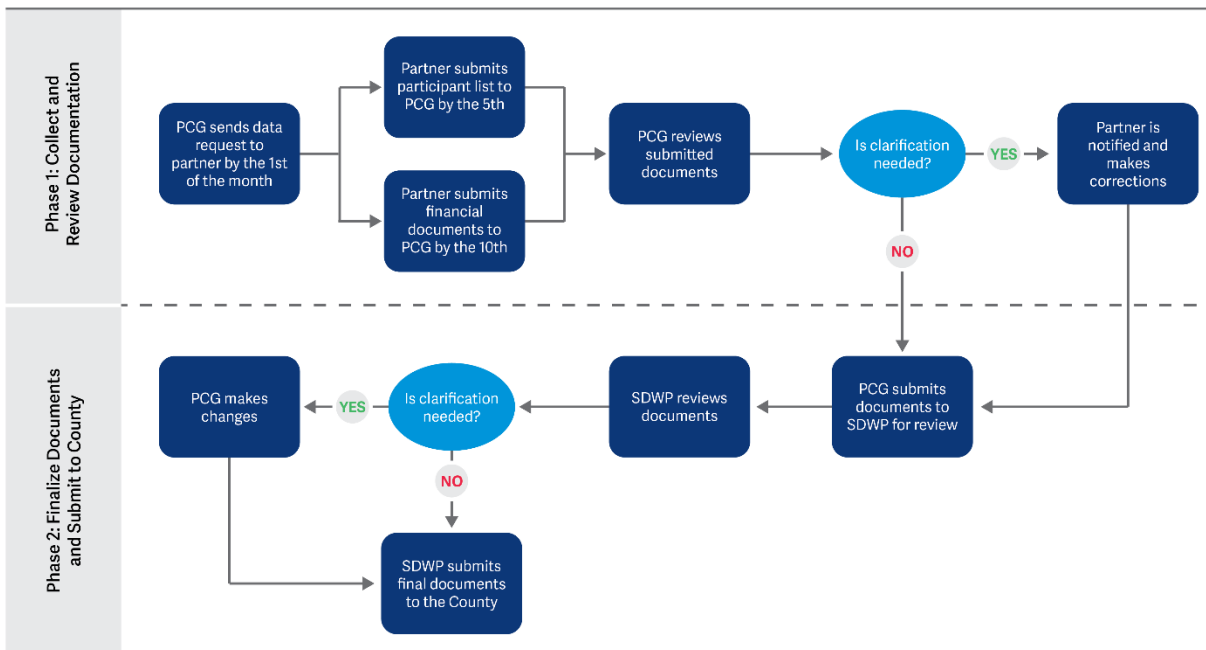


FIGURE 7: INVOICE SUBMISSION FLOW

INVOICE

Completed invoices must include the documents listed below. Additional information on the invoice can be found in Appendix B. Services Agreement, Section 3.2.

- Data Collection Tool
- Supportive Documentation Tool that organizes all supporting verification of expenditures.
 - General Ledger(s) for all cost centers that are used to fund the program
- Participant log

Invoices can either be emailed directly to the PCG representative or uploaded to the FTP.

CalFresh Enrollment at Invoice

Participant CalFresh enrollment will be checked for all months in the quarter for the invoice. CalFresh enrollment will be assessed on a monthly basis since a participant can enter and exit the program at any time. A participant only needs to be enrolled for one day in CalFresh to be eligible for CFET for the entire month.

PCG will determine an eligibility calculation based off the number of participants that are enrolled in CalFresh out of the total number of participants. This calculation will be applied to all common

expenditures, such as salary and rent. Any expenditures that are tied to a specific participant will be approved or denied based on that individual's CalFresh enrollment.



FIGURE 8: CALFRESH ENROLLMENT VERIFICATION FLOW

REPORTING EXPENSES

The following are requirements for how and when costs or expenses must be reported:

- The invoice must be for actual costs incurred, not for estimated costs or for unobligated costs.
- Expenses should be reported in the month in which they were paid unless previously approved to be reported in the month in which they were incurred.
- Expenses must be charged to the appropriate federal fiscal year. An expense that is incurred in September 2019 (FFY19) and paid in October 2020 (FFY20) must be charged to FFY19. This is not considered an unobligated expense.

APPENDIX A - STEPS TO BECOMING A CFET PARTNER

Thank you for your interest in becoming a CalFresh Employment & Training (CFET) program partner! Below are some steps that will help guide you through the process.

- Become familiar with CFET requirements by reviewing the SNAP E&T Toolkit and other materials provided by FNS.
- Determine if the services provided by your agency are allowable CFET activities.
- Determine if your agency can cover 100% of the costs associated with the CFET program activities your agency proposes to offer. Determine if you can financially sustain your program while waiting for reimbursement.
- Evaluate if your agency is currently serving or can recruit SNAP participants for the CFET program.
- Evaluate your agency's ability to accurately track and allocate costs associated with the CFET program and maintain acceptable documentation of all costs subject to reimbursement.
- If you will be requesting reimbursement for staff, evaluate your agency's ability to accurately track and allocate staff time associated with the CFET program.
- Contact PCG to set up an informational interview.

APPENDIX B: SERVICE AGREEMENT (REVISED 2020)

SERVICES AGREEMENT

Service Agreement #

This services agreement ("Agreement") is made by and between the San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation ("SDWP"), and [Name] ("Contractor"), as of July 1, 2020 (the "Effective Date").

- A. Contractor is a nonprofit social enterprise providing job training and vocational services to clients in San Diego.
- B. A portion of services the contractor provides are funded by non-federal funding sources and may be eligible to receive reimbursement through the federal Supplemental Nutritional Assistance Program Employment & Training program (SNAP E&T), known as CalFresh E & T (CFET) in California.
- C. SDWP is working with the County of San Diego to maximize eligible CFET reimbursement claims with Contractors.
- D. SDWP and Contractor will partner to submit eligible CFET reimbursement claims to the County through the terms and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and obligations of the parties as herein expressed, SDWP and Contractor hereby agree as follows:

1. TERM

This Agreement will commence on the Effective Date and terminate on June 30, 2021 ("Termination Date") unless terminated earlier or extended as provided herein. The period of time between the Effective Date and the Termination Date is referred to as the "Term."

At its sole discretion, SDWP shall have the option of extending the Term.

2. SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1. Contractor agrees to provide to SDWP services as described in Attachment A – "Description of Services" (collectively, the "Services") attached to this Agreement and incorporated herein by this reference.
- 2.2. Contractor will determine the method, details, and means of performing services.
- 2.3. Contractor enters into this Agreement as an independent contractor and shall remain an independent contractor throughout the Term. Contractor agrees that neither Contractor nor

Contractor's employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a "Contractor Party" and collectively "Contractor Parties") are or will be an employee, partner, agent, or principal of SDWP at any time during the Term. Contractor, at Contractor's own expense, is responsible for providing to Contractor Parties disability, unemployment, worker's compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of SDWP including, without limitation, SDWP provided disability or unemployment insurance, worker's compensation, medical insurance, retirement plans, sick leave, or any other SDWP employment benefit.

- 2.4. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by SDWP to Contractor under this Agreement. Contractor shall provide SDWP proof of timely payment of such taxes upon request from SDWP. Contractor agrees to indemnify, defend and hold harmless SDWP and SDWP Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys' fees reasonably incurred) suffered by Contractor's failure to comply with this provision.
- 2.5. Contractor may, at Contractor's own expense, use any of its own employees as Contractor deems necessary to perform the Services required of Contractor under this Agreement. SDWP may not control, direct or supervise Contractor's employees in the performance of those Services.

3. COMPENSATION

- 3.1. Contingent upon satisfactory completion of the deliverables ("Deliverables") described in Attachment A – "Description of Services" attached hereto, and in consideration for the Services actually performed by Contractor, SDWP agrees to pay Contractor. Payments will be made by SDWP to Contractor and shall receive 35% of all submitted funds approved and reimbursed by the County of San Diego.
- 3.2. Contractor will submit claims to PCG by the 10th of the following month. Claims will be submitted by SDWP to the County on a monthly and/or quarterly basis, as determined by SDWP. Contractor will receive payment 30 days after the County both approves and reimburses SDWP for the claim through the CFET reimbursement process. This may be several months after costs are incurred.
- 3.3. Payments will be made by SDWP to Contractor in accordance with Section 3.4, below, and shall constitute full and complete compensation for Contractor's Services under this Agreement. SDWP, in its sole discretion, can decide whether or not to submit contractors claim(s) to the County for reimbursement and the County can decide for any reason whether or not to pay the reimbursement.

- 3.4. Contractor shall be responsible for all expenses incurred in performing Services under this Agreement including, without limitation, costs and expenses (1) for local transportation, including parking, while on SDWP business, and (2) to maintain a cellular telephone to facilitate communication with SDWP.

4. PROVISIONS RELATED TO CONTRACTOR

- 4.1. Contractor shall work a sufficient number of hours per week to ensure that the Services are completed within the Term of this Agreement in accordance with Attachment A – “Description of Services”.
- 4.2. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor’s sole discretion, sees fit.
- 4.3. Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses.
- 4.4. Contractor agrees to provide worker’s compensation insurance for Contractor and all Contractor Parties.
- 4.5. Contractor, at Contractor’s sole cost and expense, shall obtain and maintain in effect during the Term of the Agreement, insurance as follows:

4.5.1 A commercial general liability insurance policy, naming San Diego Workforce Partnership, the City of San Diego, and the County of San Diego as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Contractor shall provide SDWP a certificate evidencing such insurance.

4.5.2 Professional liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims made” form, Contractor must ensure that the policy retroactive date is before the date the Agreement is effective, that coverage is maintained during the duration of performance of the Agreement or the term of the Agreement (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Agreement. Contractor shall provide SDWP a certificate evidencing such insurance.

- 4.6. Contractor represents that Contractor has the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of SDWP. This means Contractor is able to fulfill the requirements of this Agreement.

Failure to perform all the Services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

- 4.7. Performance of this Agreement and all work or obligations covered by and arising out of this Agreement shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to the Services, and all work and other obligations covered by or arising out of this Agreement, or the performance thereof, indemnify, protect, defend and hold harmless SDWP, the City of San Diego, the County of San Diego and each of their officers, directors, partners, joint ventures, representatives, and/or employees (collectively "SDWP Parties") forever against and from any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees reasonably incurred), arising directly or indirectly from this Agreement, or the performance thereof, except to the extent that the matter in question has been caused by SDWP's sole negligence or sole willful misconduct.
 - 4.8. Neither this Agreement nor any duties or obligations of Contractor under this Agreement may be assigned by Contractor without the prior written consent of SDWP.
 - 4.9. Contractor shall comply and shall cause all Contractor Parties to comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all licenses and permits required for the performance of Services and Contractor's obligations under this Agreement.
5. PROVISIONS RELATED TO SDWP
- 5.1. SDWP agrees to comply with reasonable requests of Contractor and provide access to documents and equipment necessary to the performance of Contractor's duties under this Agreement.
 - 5.2. Neither this Agreement nor any duties or obligations of SDWP under this Agreement may be assigned by SDWP without the prior written consent of Contractor.
6. TERMINATION
- 6.1. Notwithstanding any other provision of this Agreement, SDWP may terminate this Agreement at any time, for any reason or for no reason, by giving thirty (30) days prior written notice ("Early Termination Notice") to the Contractor.
 - 6.1.1. In the event of early termination, (i) if the Agreement is for supplies, Contractor shall be compensated in accordance with this Agreement for Contractor's auditable costs up to and including the date Contractor receives the Early Termination Notice, and (ii) if the Agreement is for services, Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.
 - 6.2. This Agreement shall terminate at the sole discretion of SDWP upon the occurrence of any of the following events:
 - 6.2.1. Bankruptcy or insolvency of either party;

6.2.2. Sale or other transfer of Contractor's business; or

6.2.3. Death of Contractor.

The Contractor shall notify SDWP within 15 days of any of the events listed above. SDWP will notify the Contractor of its decision to continue or terminate the contract within 30 days after receiving notice from Contractor.

6.3. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement if such default is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default. Termination will take effect immediately on receipt of notice by the breaching party. For the purposes of this section, material breach of this Agreement includes, but is not limited to, the following:

6.3.1. SDWP's failure to pay Contractor compensation due within sixty (60) days after SDWP's receipt of written demand for payment.

6.3.2. Contractor's failure to complete the Services specified in Attachment A – "Description of Services."

6.3.3. Contractor's material breach of any representation or agreement contained in this Agreement.

6.3.4. SDWP's material breach of any representation or agreement contained in this Agreement.

6.4. When funds are not appropriated or otherwise made available by SDWP to support continuation of this Agreement, this Agreement shall be cancelled as of the effective date set forth in the Early Termination Notice and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this Agreement.

7. PROPRIETARY RIGHTS

7.1. Contractor agrees that the Services and every component thereof including, without limitation, all designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Contractor and each Contractor Party while performing Services under this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a "work for hire" ("Works for Hire") by SDWP and are the sole and exclusive property of SDWP except as provided in 37 CFR 401 and 2 CFR 200.

7.2. Contractor on behalf of itself and all Contractor Parties hereby assigns to SDWP each such Work for Hire and all copyrights, patents, or trademarks obtained by Contractor while performing Services under this Agreement, as the sole and exclusive property of SDWP. At SDWP's expense, Contractor agrees to execute, and to cause all Contractor Parties to execute, such additional written assignments to SDWP as SDWP requests, and Contractor

hereby agrees to assist SDWP to obtain patents and copyrights for all or any such Work for Hire as SDWP determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting SDWP in completing any required application or registration.

- 7.3. Any written, printed, graphic, or electronically recorded information furnished by SDWP for Contractor's use is the sole property of SDWP. This confidential and proprietary information includes, but is not limited to, customer requirements, customer lists, outreach information, and information concerning SDWP's employees, products, services, prices, operations, and subsidiaries.
- 7.4. Contractor agrees, and shall cause all Contractor Parties, to keep all confidential and proprietary information in the strictest confidence, and will not disclose it by any means to any person except with SDWP's prior written approval, and only to the extent necessary to perform the Services under this Agreement. This prohibition applies to Contractor and all Contractor Parties. On the expiration or earlier termination of this Agreement, Contractor shall return to SDWP all proprietary and confidential information in the possession of Contractor and all Contractor Parties.
- 7.5. Contractor acknowledges that SDWP is the owner of all SDWP copyrights, and all derivative rights thereto, and all SDWP trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Contractor has absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Contractor agrees that it will not alter SDWP trademarks, that it will do nothing inconsistent with SDWP's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of SDWP.

8. MISCELLANEOUS PROVISIONS

- 8.1. By signing this agreement Contractor agrees to comply with all applicable regulations implementing Executive Order 12549, Debarment and Suspension, and certifies that, to the best of Contractor's knowledge, neither Contractor nor any Contractor Party is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 8.2. Where applicable, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 40 U.S.C. 3141-3148) for prime construction contracts in excess of \$2,000.
- 8.3. Where applicable, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- 8.4. Equal Opportunity.
 - 8.4.1. Contractor and each Contractor Party shall comply with SDWP's Equal Opportunity Program for all work to be performed by Contractor under this Agreement.

- 8.4.2. Contractor and each subcontractor, if any, shall comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Act, and any other applicable federal and state laws and regulations hereinafter enacted.
- 8.4.3. Contractor shall, in all solicitations or advertisements for employees placed by or behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental disability, political affiliation or belief, sexual orientation, citizenship, or any other classification protected by state or federal law.
- 8.4.4. Contractor understands that failure to comply with the requirements of section 8.4 of this Agreement and its related subparagraphs 8.4.1 through 8.4.4, and/or submitting false information in response to these requirements, may result in termination of this Agreement and debarment from participation on SDWP contracts for a period of not less than one (1) year.
- 8.5. Contractor agrees that SDWP, applicable California state agencies, United States Department of Labor, and/or Comptroller General of the United States, and each of their duly authorized representatives, shall, until the expiration of five (5) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.
- 8.6. When applicable, Contractor hereby certifies to SDWP that it will provide a drug-free workplace and do each of the following:
- 8.6.1. Publish a statement notifying its employees that unlawful manufacture distribution, dispensation, possession or use of a controlled substance as defined in Schedules I – V of Section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in Contractor’s workplace and specify the actions that will be taken against employees for violation of the prohibition. This statement will be posted in a prominent place at Contractor’s main office and at each job site large enough to necessitate an on-site office.
- 8.6.2. Establish a drug-free awareness program to inform employees about all of the following:
- 8.6.2.1. The dangers of drug abuse in the workplace.
 - 8.6.2.2. Contractor’s policy of maintaining a drug-free workplace.
 - 8.6.2.3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 8.6.2.4. The penalties that may be imposed upon employees for drug abuse violations.
- 8.7. Contractor assures and certifies that the funds received will not be used to lobby in connection with this Agreement according to the Byrd Anti-Lobbying Amendment (31 U.S.C.1352).

8.8. State and federal whistleblower protection laws prohibit Contractor from preventing employees or retaliating against employees for reporting government waste, fraud or abuse. See generally, 41 U.S.C., § 4705; Cal. Lab. Code §§1102.5 et seq. Contractor assures and represents that it is in compliance with all aspects of state and federal whistleblower laws in addition to the following requirements.

8.8.1. If any fraud, waste or abuse is uncovered or suspected, Contractor shall report the concern immediately to SDWP. Contractor may also report fraud, waste and abuse at the state or federal level.

SDWP

Kai Jackson
Equal Opportunity Officer/Grievance
Officer
San Diego Workforce Partnership, Inc.
9246 Lightwave, Suite 210
San Diego, CA 92123
(619) 228-2900

EDD

Attention: Compliance Resolution Unit
Compliance Review Division, MIC 22M
Employment Development Department
PO Box 826880
Sacramento, CA 94280-0001

OIG

Office of Inspector General Complaints Analysis Office
200 Constitution Avenue, N.W., Room S-5506
Washington, D.C. 20210
oig.dol.gov/hotlinecontact.htm
Phone: (800)347-3756
Fax: (202) 693-7020

Allegations considered to be of an emergency nature may be reported by telephone to the Compliance Resolution Unit Supervisor at (916) 653-3270, and by calling the OIG hotline at 1-800-347-3756, and followed immediately thereafter by a written report.

The following defines fraud, waste and abuse:

8.8.1.1. Fraud is the intentional submission of false information to get money or a benefit. Fraud may be committed against the government, an organization or an individual. Fraud occurs when an individual knows or should know that something is false and provides information or conceals material facts with the intent to deceive to benefit themselves or another person. Examples of fraud include, but are not limited to, the following:

- 8.8.1.1.1. Falsifying information on a Customer application for a consumer.
- 8.8.1.1.2. Soliciting, offering or receiving a kickback, bribe or rebate for program services.
- 8.8.1.1.3. Forging or altering required documentation on a program application.
- 8.8.1.1.4. Deliberately misrepresenting the services offered by SDWP, resulting in unnecessary cost, improper payments or overpayment.

- 8.8.1.2. Waste is the extravagant, careless or needless expenditure of government resources or services that result from deficient practices or decisions. An example of waste would be, but is not limited to, throwing away collateral and marketing materials provided by SDWP and intended for the public.
- 8.8.1.3. Abuse describes practices that either directly or indirectly result in unnecessary costs. Unlike fraud, the intention to deceive is not required. One example of abuse is providing unfunded program services that are not necessary for enrollment into SDWP's program (i.e., offering notary services on the side during Customer enrollment).
- 8.9. The Federal Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable information and/or records. Contractor agrees to take appropriate precautions to protect confidential information from loss, unauthorized use, access, disclosure, modification and destruction.
- 8.10. Where applicable, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. Sec 1251 et seq.), and the Solid Waste Disposal Act (40 CFR Part 247) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 8.11. All notices, demands and requests contemplated hereunder by either party to the other shall be in writing, and shall be delivered by U.S. mail postage prepaid, registered or certified, return receipt requested, or any nationally recognized overnight courier with signature required, to the following address:

SDWP

Attn: Andy Hall
 Chief Impact Officer
 San Diego Workforce Partnership, Inc.
 9246 Lightwave Avenue, Suite 210
 San Diego, CA 92123

CONTRACTOR

Attn:

Such other address or to such other person as may be designated by notice given during the term hereof by one party to the other. Any notice given in accordance with these provisions shall be deemed given and received by the addressee three (3) days after mailing.

- 8.12. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.

The undersigned agree that each party has reviewed this Agreement and has had the opportunity to have its independent legal counsel review this agreement, and the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to any interpretation of this Agreement.

- 8.13. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further and continuing waiver of any such term, provision or condition of this Agreement.
- 8.14. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and no prior oral or written representations or agreements, and no contemporaneous oral representations or agreements, between the parties with respect to the subject matter of this Agreement shall be of any force and effect. Any additions, amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by all parties hereto.
- 8.15. If any term or provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.16. If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.17. This Agreement will be governed by and construed in accordance with the laws of the state of California. If either party institutes legal suit or action for enforcement of any obligations contained herein, the venue of such suit or action shall be in San Diego, California.
- 8.18. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be executed by electronic transmission (including by email) or other electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.
- 8.18.1. If this Agreement involves a corporate party, the Contractor must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code, section 313.

9 CFET ADDITIONAL PROVISIONS

- 9.1 Contractor certifies that no CFET participant shall incur any cost of the training, including supplies, equipment, examination fees and or costs associated with training.
- 9.2 Contractor certifies that Contractor is financially capable of providing training services without using federally-funded sources, or subsidy from SDWP. In other words, Contractor is financially solvent and can support all operating costs of the program.
- 9.3 Contractor acknowledges that SDWP shall follow-up with the participants who completed CFET program. Contractor agrees to cooperate with SDWP and answer any follow-up and monitoring questions from SDWP staff regarding the outcomes, process and results of the CFET program. Contractor agrees to provide all data and participant outcomes to SDWP for program monitoring on a monthly basis, including success stories.

ATTACHMENT A – DESCRIPTION OF SERVICES

[Program Description]

The scope of work and project timeline includes the following deliverables and activities:

SCOPE OF WORK	PROJECT TIMELINE

APPENDIX C: FOOD AND NUTRITION SERVICE NON-DISCRIMINATION STATEMENT (NDS)

The following statement must be included on any materials (printed and electronic) that were paid for using FNS funding.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

If the statement cannot fit on the document due to size, agencies may use only the following statement:

Funding provided by United States Department of Agricultural (USDA). USDA is an Equal Opportunity Provider, Employer, Lender.

APPENDIX D. VOLUNTARY ENROLLMENT FORM

Welcome to the CalFresh Employment and Training Program! By volunteering to participate in this program you will have the opportunity to receive services that will help you get a job or get a better job if you're already employed.

In cooperation with other state, county, and local agencies and community-based organizations, we are offering you the opportunity to receive appropriate services which could include Supervised Job Search and Work Experience.

Volunteering for this program will increase your employment skills and may increase your chances of getting a job.

These services will be provided at no cost to you. Services are funded by this agency and reimbursed by CalFresh (also known as the Supplemental Nutrition Assistance Program or SNAP).

This is a voluntary program. You are not required to participate in order to continue receiving CalFresh (SNAP or Food Stamps).

Please sign the statement below if you would like to participate in this program:

- I understand that this is a voluntary program and does not affect my CalFresh benefits.
- I understand that while this is a voluntary program, I agree to fully participate in order to increase my chances of finding employment or getting a better job.

By signing this form, I consent to the gathering, use, and disclosure of confidential information about me between the organization listed at the bottom of this agreement and the County of San Diego Health and Human Services Agency (HHSA) and its agents, as necessary for the CalFresh Employment and Training program. I further grant permission to this organization and the HHSA and its agents to use my confidential information and data and disclose it to each other to plan, provide and coordinate services, payments, and benefits for me and to collect participation and outcome data for State and Federal reporting purposes or for other purposes authorized by law. This consent is valid for three years from the date signed, unless I revoke this consent, in writing, to the extent of the information already shared.

Participant Name

Signature

Organization Name

Date

Program Name

*Funding provided by United State Department of Agriculture (USDA). USDA is an Equal Opportunity Provider, Employer, Lender.

APPENDIX E: SUPERVISED JOB SEARCH APPLICATION FORM

Site Name:

Program Applying for Approval:

Primary Contact Name and Position:

Date:

Overview of Organization:

Short Description of the Site:

Activities:

Resources:

Staffing:

Pictures of the Site:

APPENDIX F. PARTICIPATION PLAN

Participant Name: _____

Date of Plan: _____

Program(s): _____

Program Description:

[Insert program description here]

Activities: The [Program name] program consists of the following activities:

- [Activity 1]
- [Activity 2]

Program Expectations: While participating in the [Program name] program, participants will be responsible for:

- Attending [insert number or percent] of classes/activities
- Notifying [insert name] if you will not be in attendance
- Completing [insert requirements] during the program
- [Other Expectations]

Participant objectives

Goals: What are your career goals? What would you like to achieve though participating in this program?

Barriers: What barriers does the participant have in finding and/or securing employment and how can they be addressed?

Barrier	Strategy to Overcome Barrier
[Barrier 1]	[Strategy to overcome Barrier 1]

Participant Signature: _____

Agency Representative: _____

Date of Signature: _____

Funding provided by United States Department of Agricultural (USDA). USDA is an Equal Opportunity Provider, Employer, Lender.

APPENDIX G. PARTICIPANT LOG

The Participant Log is an Excel spreadsheet that PCG will share with each partner. Screen shots of two sections that are completed monthly/quarterly are provided below for reference.

Participant Roster:

The CFET partner list everyone that was active in the program in the prior month. Each green box must be filled out for each person. This roster is used to determine who was enrolled in CalFresh in that prior month.

First Name	Last Name	Full Name	Email	Phone Number	SSN	DOB	Male or Female	E&T Component Type	Start Date of Component Participation	End Date of Component Participation	Diploma/GED Prior to Participation?	English as a second lanague (ESL)?	Notes

Outcome Measures:

Outcome measures are collected for all participants that exit the program. The fields below are within the same Participant Tracking Log. Outcome measures should be completed when participants exit the program and are provided to the HHS quarterly.

ABAWD Status	Voluntary Status	Exit Reason	Name of Employer	Hire Date	Wage Rate

APPENDIX H – CERTIFICATION OF TIME

Payroll Period: From _____ to _____

	Employee Name		Employee Name
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

By the signature below, I certify that I have reviewed and approved the Named Employee's time sheets. I certify that the time sheets are a true and complete record of the hours worked by the Named Employee during the time period.

Printed Name

Signature

Date

Organization

APPENDIX I - INDIRECT COST RATE CERTIFICATION

1. Does your agency have a federally approved indirect cost rate? Yes No

2. If yes, who is the approving federal agency?

Department of Labor Department of Health and Human Services Other

If other, document below

3.

What is your Agency's federally approved indirect cost rate percentage? _____%

4. If your agency does not have a federally approved indirect cost rate. Document your indirect case rate below and explain how the rate was determined.

Indirect cost rate percentage: _____ %

(If the indirect cost rate percentage was determined by an auditing/accounting professional provide a statement from the audit/accounting professional explaining the methodology used.)

4. What is your agency's indirect cost rate base? *(Costs indirect rate percentage will be applied against)*

Direct Salaries Direct Salaries + Fringe All Direct Costs Other

If other, describe indirect cost rate base below:

5. Are facilities and administration (F&A) costs included in your agency's indirect calculation?

Yes No

6. Are utilities and space rental included as a part of your agency's facilities and administration (F&A) costs? Yes No

Agency Name

Signature of Agency Financial Officer

Date